

1895-041 Chancery Causes: Haynes Henson + Co. J vs. O. T. Spencer
Lee Co.

Haynes, Henson, Sims, Giles

CA - Debt
T - Property

- Deed

To the Hon. H. S. K. Morison Judge of The
Circuit Court for Lee County, Va.

Humbly complaining, your orators J. P.
Haynes and J. A. Henson merchants & partners
in trade, trading & doing business under the style
name of Henson, Henson & Co., would respectfully
represent unto your honor, That at the Sept. 1890
term of the Circuit Court for Lee County, Va., on
the law side thereof, they obtained a judgment
against one O. P. Spencer for \$168.06 with legal
interest thereon from the 5th day of April, 1890 till
paid and \$9.04 their costs in that behalf expended;
that your orators on the 1st day of Sept. 1890 had
their said judgment duly docketed in the
judgment book docket of said County; and
that said Spencer has not as yet paid to
your orators, or to either of them, said judge-
ment or any part or parcel thereof, but the
whole of the same is still due them. An ab-
stract of said judgment and docket are
here filed marked "J. & D." and prayed to be
considered herewith.

Your orators will further show unto your
honor that the said O. P. Spencer was at the
time of the rendition of said judgment against
him and is now, the owner in fee of a valua-
ble tract or parcel of land lying and being in
Lee County, Va. on the North Side of
Hollers Ridge and said to contain some 100
acres, it being the same land he acquired
by deed from H. S. K. Morison,
and that by virtue of their said judgment

1 your orators have a lien on said land, for
2 the payment of their said judgment, capa-
3 ble of being enforced in your honors court
4 of chancery.

5 Your orator will again state unto your
6 honor that he is informed and alleges
7 that there are many and other lien cred-
8 itors of said O. S. Spencer, but to make
9 them all parties to ^{this} suit would be too
10 expensive to be judicious; that by reason
11 of such creditors that this bill of com-
12 plaint ought to taken as a creditors bill;
13 and that an account ought to be directed
14 to be taken by one of the canons of ac-
15 counts of this court, and all the ^{said land} liens against
16 ~~it~~ and their priorities be ascertained
17 and reported to the court.

18 The premises considered, and in
19 as much as your orators are remediless
20 therein, save by aid of a court of equity,
21 they humbly pray that O. S. Spencer be
22 made a party defendant to this bill of
23 complaint; that he be required to answer ^{on oath}
24 the several allegations of this bill as fully,
25 completely and particularly as if specially
26 interrogated thereto; that an account be
27 directed to be taken of the liens against
28 said land & to whom due and their priori-
29 ties; that a decree be pronounced herein
30 directing the sale of said land; and
31 that your orators be decreed an enforce-
32 ment of their said lien against said land.

1 And that such other, further and general
2 relief be granted your orators as the na-
3 ture of their cause and the rules of equi-
4 ty may require. Your orators forgot to
5 state in the proper place of this their
6 bill of complaint, but they here do
7 aver and allege that the rents and
8 profits of said land will not in five
9 years pay the liens of your orators, on
10 said land, much less the liens of all
11 said persons and creditors. And
12 they will ever pray &c. May process
13 issue &c. E. W. Pennington Jr. &c.

C.M.P.

Haynes, Hanson & Co

12 28.20
 392.00 226.00
 725.00 229.20

vs. } Bill in Chancery

O.T. Spencer

- 1890 2nd Octo Rules Bill
- filed Spu Exch + D.V.
- " 1st Nov. Rules Cont.
- " 2nd " " D. Dist.
- 3rd d + Cause set for hearing
- " 4th Nov. Rules Cont.
- 1891 March " " "
- " 4th " " " "
- " 1st " " " "

Ex to court reple

Bill for
 1200.00

Bill of costs		
Atty	75.00	Paid
Shuff	1.00	
Court fees	10.00	Paid
C	8.68	Paid
Estimate	6.00	Paid
	40.68	
Balance	33.30	Paid
	73.98	

W. C. D. 211
 12.5

Haynes Hoinson & Co

Bill in Chey

O. T. Spencer

To the honorable H. S. K. Morrison Judge of the
Circuit Court of Lee County Virginia.

In answer to a rule made by your honor, at the June
term 1893, in the Chancery cause of Haynes Henson & Co.
against O. T. Spencer, requiring ^{the undersigned} ~~them~~ to appear
& show cause why ~~so~~ much of the land purchased in
said cause, by Mary E. Giles, should not be resold
to pay the balance due on said purchase money.

These respondents would respectfully represent and
shew unto your honor that by reference to the record
and proceedings in said cause, it will be seen that
no sale has been made and confirmed to Mary E. Giles,
but upon the contrary the sale reported by Court Penning-
ton as made August 15th 1892, and a report of which
was filed in the Cause October 25th 1892, was to G. T.
Giles, as shown by said report, with M. E. Giles security;
See said report, but the decree in the Cause at the
March term 1893, confirms a sale reported by Court
Pennington, October 25th 1892, to Mrs. M. E. Giles, when in fact
no such sale had been reported, and the decree at June term
1893, among other things, recites a sale to Mary E. Giles, and
upon this sale Court Pennington acts and obtains a rule
against Mary E. Giles & J. T. Giles her security, when in fact,
so far as the proceedings in said cause show, no such sale
has ever been made or confirmed.

And respondents will further shew unto your honor, that no
writ of possession has ever been awarded to place the said
G. T. Giles or any one else as purchaser in the possession

of said land, and the defendant in this cause is in the possession of the same, using and controlling the same as he chooses, and as his own, and receiving and using the proceeds, and cutting and selling timber as though it was his own. And these respondents respectfully and humbly submit to your honor, whether they shall be held to pay the purchase money for land, no sale of which has ever been reported & confirmed to them in the Cause, ^{& of which they have not been possessed.} and that your honor will make such decrees & orders as will relieve them from any liability on account of any obligation entered into by them with Cour-Pemington, and will direct said Court to refund to them any and all money paid by them to said Court, and that they be hence dismissed with their reasonable costs incurred on account of said rule. And as in duty bound they will ever pray.

J. T. Giles.

Mary E Giles.

by James W Orr, their Counsel.

Virginia. Lee County, to wit.

I A. B. Munsey, Clerk of the Circuit Court for the County aforesaid, do certify that J. T. Giles this day personally appeared before me and made oath that the facts stated in the foregoing answer of himself and wife to a rule of said Court, so far as they depend upon his own knowledge are true and so far as they depend upon information derived from others he believes them to be true. Given under my hand for 10th/1893.

A B Munsey Clerk

Haynes Henson & Co.
vs ³ Answer of Giles & wife
to Rule.
O. T. Spencer.

Filed in open court
by leave thereof
Apr. 11th 1893.

J. F. G. Hyatt C

about whether
G. T. is bound or
not as partner

To the honorable H. S. K. Morrison Judge of
the Circuit Court of Lee County Virginia.

The answer of O. L. Spencer, the defendant,
to the bill of Complaint exhibited against him by
Waynes Benson & Co. respectfully represents, that
the said bill of Complaint being in the nature
of a creditors bill the same has progressed
to that extent that an account of liens against
respondents land has been taken by a
Commissioner and a decree rendered directing
a sale of said real estate to satisfy said liens,
amounting to \$1218.62, April 1st 1891. and pur-
suant to said decree, Court Purnington on
the 3rd day of August 1891, sold respondents
entire land for the sum of \$1215.00.

Your respondent since the institution of this
suit, and in view of the fact that he and his
family were about to be deprived of their
home has filed and had recorded in the
Clerk's office of the County Court of this County
his homestead deed, by which he claims and
sets apart as and for his homestead the
said tract of land together with a small
amount of personal property, the said
tract of land being valued in said deed
by respondent at \$1600.00 which is its full
value. As to the following debts reported in
said cause as liens against said land, there
was no waiver of homestead to wit:

J. W. Ely, Mortgage, antt April 1 st 1891.	\$ 226.00
Powers Little + McCormick " " "	127.47
Haynes Henson + Co (Peffer) " " "	187.92
George Braum " " "	45.72
W. W. Woodsuff + Co " " "	51.30
Total " " " "	\$ 633.41

The said homestead deed is herewith filed as part hereof marked "D".

Your respondent humbly asks that he be allowed the benefit of his said homestead exemption and permitted to hold the same as against the above mentioned debts, and when this is done his said real estate will rent for a sum sufficient in five years, ^{or less time} as shown by the proof in the cause, to pay and discharge his other indebtedness therein reported, and he therefore asks that said sale be set aside and instead of a sale his land be rented for that purpose. And as in duty bound he will ever pray,

James W. Orr, for
respondent

Virginia

Lee County, to wit:

J. J. A. Hyatt, Clerk of the Circuit Court, do hereby certify that
O. T. Spencer, personally

appeared before me and made
oath in due form, that the
statements made in the foregoing
answer, so far as they depend
upon his own knowledge
are true and so far as they
depend upon information deri-
ved from others he believes them
to be true, Given under my
hand this Sept. 2nd 1891

J. A. Hyatt Clerk

O. T. Spencer

ad³ Answer.

Haynes Morgan & Co

Filed Sept. 2. 1891

J. A. Hyatt

93 A

\$744-

40.68

23.88

\$4.56

Costs
& Com

2/679.44

\$339.72

5
Hogues Henshaw & Co.

^{25.} In Chancery
O. J. Spencer

This cause came on again
this day to be heard upon the
papers formerly read therein
& the report of Special Commissioner
R. L. Pennington filed in this cause
on the 13th day of Nov. 1895, and
was argued by counsel: Upon
consideration of all which &
~~The said report being unexcepted~~
to, it is adjudged ordered & decreed
that the said report be confirmed
& that the said deed directed to
be made by the said Pennington
to Mary E. Giles be confirmed.
And the said deed shall be delivered
to the said Mary E. Giles by the
clerk of this court where she
has paid the said Pennington
\$5⁰⁰ for the execution of the
said deed. And there being nothing
further to be done in this
cause it is stricken from
the docket.

Recd payment from Mrs. Mary E. Giles
for do. R. L. Pennington.
Apr. 30. '96

Waggon & Murray & Co.

vs. { Decr

O. S. Spencer

~~~~~

O. S. P. 290

Enter this

Nov. 14, 1895-

W. J. M.



Haynes Threlkeld & Co. Suffolk

vs

Ed. Spencer

Defk

In Chancery

This Cause came on again  
this day to be heard upon the  
papers formerly read therein  
and the report of Coun. E. W. Fanning.  
The day file of Surin and  
showing his receipts and dis-  
bursements as such commis-  
sioner, which report is unex-  
cepted to: On consideration of  
all which and for reasons ap-  
pearing to the Court it is ordered  
that said report and disburse-  
ments be and is hereby con-  
firmed. And it is further ap-  
pearing to the Court that all  
the claims reported in this cause  
waiving the benefit of the  
Homestead Law has been fully  
paid, and that said Spencer,  
as to claims reported in said cause  
not waiving the benefit of the  
Homestead Law, has duly filed  
as the law requires his homestead  
and and that after the payment  
of said claims which did waive  
the benefit of the Homestead  
Law his property does not ex-  
ceed the value of \$2000; and



That said Spencer by deed has  
after the date of his last and  
deed, conveyed all his property  
to Mary J. Giles the purchaser  
of said land, and that according  
to her purchase she would get  
over \$134.25 as of Dec. 26<sup>th</sup> 1894,  
which if collected from her would  
have to be repaid to her as the as-  
signed of said Spencer ~~which~~ <sup>of the court</sup> the  
~~court is of the opinion~~ <sup>is of the opinion</sup> that it is  
unnecessary to have <sup>some</sup> ~~said \$134.25 col-~~  
~~lected~~ and said Court. Pennington  
is hereby released from said duty.

And it is further adjudged,  
ordered and decreed that the  
said Mary J. Giles <sup>and J. J. Giles</sup> pay to the  
officers of this Court \$13.75  
for which an execution may issue  
if not paid within 30 days from  
this date. And it is now appear-  
ing that said Mary J. Giles is  
entitled to have a deed for  
the lands purchased from her by  
her, R. L. Pennington who is  
hereby appointed a special  
court for the purpose will as  
early as convenient make to her



a deed to the lands which she  
has purchased herein, with cov-  
nants of General Warranty,  
and as soon as done, he will  
report his action to the Court,  
and until which time this  
cause is continued.



Haynes, Hudson & Co

or { Green

C. G. Spencer

O. D. P. 273

Enter this Nov 21/85  
M. J. M.



Haynes and Henson and Co., Complainants,  
vs. : IN CHANCERY,  
O.T. Spencer, Defendant.

This cause came on a gain this day to be heard upon the papers formerly read therein, and the exception of the said Defendant, O.T. Spencer, and the purchaser of the said lands M.E. Giles, filed herein attempting to <sup>e</sup>st up grounds for the setting aside of the sale of the lands heretofore made by Com. E.W. Pennington to the said M.E. Giles, and was argued by counsel. On consideration of all which and for reasons appearing to the court, it is adjudged, ordered, and decreed that the exceptions of the said defendant and said M.E. Giles, be and are hereby overruled, and that the said sale be again confirmed to the said M.E. Giles; and she, the said M.E. Giles, is hereby awarded <sup>it</sup> a writ of possession for the said land purchased by her, And, farthur appearing to the court from the report of the said Commissioner Pennington filed herein on the 25th day of Oct., 1892, that the said M.E. Giles for the purchase price of the said land on the 15th day of Aug. 1892 executed two bonds payable to the said Pennington as commissioner <sup>due</sup> in six and twelve months thereafter with interest from <sup>their</sup> date, and the same subject to a credit of \$25.00 as of their date <sup>are</sup> still due and unpaid; it is farthur adjudged, ordered and decreed, that a rule be awarded <sup>a</sup> gainst the said M.E. Giles and her security, J.T. Giles, returnable to the first day of the next term of this court to show cause, if any they can, why so much of said land as might be necessary to pay the ballance of said purchase money and the accumulated cost in this cause, should not be again sold to pay said ballance on said purchase money; And ~~and the accumulated cost~~ this cause is continued.



This case is continued.

again sold to pay said balance on said purchase money. And money and the amount said cost in this case, should not be paid as might be necessary to pay the balance of said purchase this court to show cause, if any they can, why so much of said J. T. Giles, returnable to the first day of the next term of court to be awarded as damages to said M. E. Giles and her security, on said; it is further adjudged, ordered and decreed, that a judgment to the credit of \$20.00 as of their date shall due and months thereafter with interest from date and the same applicable to the said Pennington as commissioner, in six and twelve said land on the 15th day of Aug. 1888 executed two bonds payable, that the said M. E. Giles for the purchase price of the Commission Pennington filed herein on the 6th day of Oct.,

and further appearing to the court from the report of the said

granted a writ of possession for the said land purchased by him.

The said M. E. Jones; and she, the said M. E. Jones is hereby re-

therapy overruled, and that the said sale was confirmed to

exceptions of the said defendant and said M. Williams, he and wife

to the court. It is accordingly ordered as the law directs that the

yourself: you can give a portion of it which will do for lessons & for

at Com. Wm. Remington to the said M. F. Oliver and was engaged by

and the sale of the land before

M.R. Gilmer filed herein attempting to set up Grunds for the

Defendant O. T. Spencer, and the purchaser of the said Trade

bers formerly treated therein, and the exception of the said

This cause came on a gain this day to be heard upon the

O. T. Spencer, Defendant.

AS : IN CIVILIZATION

Hedges and Hanson and Co., Compt'rs in Charge,

Jaynes & Sons & Co.

U.S. { Dec 11

O. T. Spencer  
Entered in Reg.  
B. Office, Page 127

Enter this Nov. 1

W. L. M.



Haynes, Henson & Company,  
vs.  
O. T. Spencer

Complt.  
Deft.

This cause came on again to be heard upon the papers formerly read therein and the motion of said plaintiffs in writing, which appears to have been duly served upon J. Giles, M.E. Giles and said O.T. Spencer for more than ten days before the first day of this term of the Court, and was argued by counsel: On consideration of all which and for reasons appearing to the court it is decreed and ordered that the said report of Comr. Pennington filed in this cause on the 25th day of October, 1892 showing the sale of certain lands the ein to G.T. Giles be and the same is hereby corrected and made to read where the name G.T. Giles is the name M.E. Giles insted and where the name M. Giles is in said report the name J.T. Giles instead od the name M.E. Giles.

And it is further adjudged, ordered and decreed that said reort as corrected *shall stand as though the report was* ~~and the sale of the land therein be and is hereby~~ *now filed & be open for exceptions,* confirmed. And this cause is continued.



Vs: Decree.

O. T. Spencer et al s.

Entire Chy. Ord. Book 4 P. 38

Enter this June 15th

1894.

14 Feb



Haynes, Hanson & Co Compt

vs. Wm Channing

O. T. Spencer

Def.

This Cause came on again  
this day to be heard upon the  
papers formerly read therein, and  
a rule awarded at the last term  
of this Court against Mary E.  
Giles and J. P. Giles, and their  
answer thereto. On consideration  
of all which and for reasons  
appearing to the Court said rule  
is discharged; the Court being  
of the opinion, that the mistakes  
and discrepancies mentioned in  
the answer of said Giles & wife  
to said rule are merely clerical  
errors and may thereupon be  
corrected by giving the proper  
notice (~~under Section 3447 of Code~~)  
And this Cause is continued



Haynes, Susan H.

vol { Deere

O. A. Spencer

Entered Ch. O.B. p 536  
Nov 15. 1893.

Enter this  
Nov. 15<sup>th</sup> 1893.  
H. K. M.  
✓



Haynes, Henson & Co Campbells

vs.

C. P. Spencer

Deft

In Chanc.

This cause came on again this day to be heard upon the papers formally read therein, and it being stated of bar by Court. Pennington that Mary E. Giles the purchaser of the land in the bill and proceedings has not completed her purchase by the payment of the money now due thereon and it appearing by an exhibition of the note that there is now to said Pennington as Court. in this cause the sum of \$339.79 (subject to a credit of \$12.50) with interest from the 15 day of Aug-1892 and that said Mary E. Giles & J. J. Giles are the obligors in said note, it is ordered that a rule be awarded against each of said obligors, returnable to the fourth day of the next term of this court to show cause if any the one why they should not be adjudged to pay said note & its accrued interest and ~~also~~ so much of said land as may be necessary purchased by said Mary E. Giles in this cause, should not be again sold to pay said balance on said purchase money. And this cause is continued.



Haynes, Huson & Co  
vs. Secor for a Bull

C. P. Spencer

Entered on D.V.

Page 496,

June 9, 1893

J. A. Stuart  
, , ,

x this

Enter this  
June 9<sup>th</sup> 1893.

H. S. K. M.  
, , ,



Haynes, Susan & Co. Compt's }  
vs. } In Chancery.  
O. S. Spencer Def't.

This cause came on again to be heard upon the papers formerly read in the cause and the report of sale of the land in the bill & proceedings mentioned by Comm. E. H. Pennington to Mrs. M. E. Giles, and said report having been filed on October 25<sup>th</sup> 1892 more than ten days before the first day of this term of the Court, and is excepted to, it is adjudged, ordered & decreed that said report & sale of said land be and is hereby confirmed. And this cause is continued.



costs \$40.68  
Comm 23.88  

---

64.56

Haynes, Hanson & Co

as { Ocean Engineering  
Saler.

O. F. Spencer

Entered O. F. page

433. March 7<sup>th</sup> 1893

J. A. Stuyt & Co

x this.

Enter this

March 7 1893.

H. S. K. M.



Haynes, Henson & Co. Compt.

vs.

Q. S. Spencer      5th

In Chanc.

This cause came on again  
This day to be heard upon the papers  
formerly read in the cause and the  
report of Court. Pennington filed on  
the 4th day of April, 1872 and exceptions  
filed thereto. On consideration of  
all which, and for reasons appearing  
to the Court, said exceptions are  
sustained, and it is further ad-  
judged, ordered and decreed that  
C. W. Pennington who is hereby ap-  
pointed a special Court for the  
purpose will, after advertising  
the time, terms and place of sale  
for 20 days, at the front door of the  
Court house of this County and at such  
other places as he may deem proper,  
in the bills & proceedings mentioned,  
offer said land, for sale to the highest  
bidder and at public outcry, on some  
Court day at the front door of said  
Court house, or enough thereof to  
pay said liens not barred by the Home-  
stead Act of said Spencer, the com-  
missions of sales and the costs of  
this suit. At such sale he will  
require of the purchaser enough



down to pay the costs in this suit  
and the commissions of sale and  
the residue he will take bonds  
payable to himself as such Com-  
missioner in six and twelve months, bear-  
ing interest from date of sale and  
with good personal security. Before  
entering upon the duties herein  
imposed, said Com. will execute  
bonds before the Clerk of this  
Court in a penalty of \$1200<sup>00</sup>  
conditioned according to law. And  
~~then cause is continued~~ he will re-  
port his action to this Court, and  
this cause is continued.

Sherman, Sherman & Co

20 Dec 1892

A. F. Sherman

Entered by page 48

June 13/1892

By atty

X

Enter This

June 13th 1892

W. S. K. M.

Sold to  
G. & H. at 48<sup>00</sup>

for acc

G. W. Sumner

226.00  
122.47  
187.92  
45.72  
51.30  
633.41

1241.82  
633.41  
608.41



Haynes Henson & Co

In Chancery.

O. F. Spencer

Left

This cause came on again to be heard upon the papers formerly read in the cause and the report of sale of defendant's land by E. W. Pennington Commissioner, filed in the cause November 19th 1891, and exceptions to said report, and was argued by Counsel. On consideration whereof said exceptions are sustained, and the said sale is set aside, and it is ordered that said Commissioner do as directed in the decree of September 3rd 1891 and proceed <sup>in</sup> to rent, or sell, the defendant's land, <sup>in</sup> the full mentioned, in the manner and on the terms prescribed in <sup>Scried</sup> the decree, entered in this cause on the 3rd day of September 1891. Said Commissioner will report his action to some future term of this Court, and the cause is continued.



Haynes Hanson & Co  
vs Deere  
O. L. Spencer.

Enid Co. B#3.

Page 373.

Jas. H. Hall, ex.

Enter this decree.

J. L. Hall

Decr 5th 1891.



Haynes, Henson & Co

vs

O. S. Spencer

In Chancery

This cause came on again this day to be heard upon the papers formerly read therein the report of Commr. E. H. Fennington of the sale of the land in the bill mentioned. The answer of O. S. Spencer and exceptions thereto, and was argued by counsel. On consideration of all which and for reasons appearing to the court it is adjudged, ordered and decreed That said exceptions and the defendant is allowed the benefit of his homestead deed ~~are overruled, and that said~~ as to the defects in his said answer mentioned, and the sale of E. H. Fennington who is hereby appointed a special commr. for the purpose, will, after advertising the time, terms and places of renting for 20 days, ~~he will~~ at the front door of the Court House <sup>of this County</sup>, offer said land for rent to the highest bidder. If the same will not rent for a sum sufficient to pay the <sup>an notice waiving the homestead</sup> Judgment ~~lives~~ <sup>with</sup> against said land, ~~costs~~ + interest thereon and the costs of this suit within five years, then he will sell so much of said land

wherefore made by Commr. Fennington of defects in land is set aside and.



at public outcry and to the highest  
bidder <sup>as will be necessary</sup> ~~enough of said lands~~  
to pay off the same, and on a  
Credit of six ~~12~~<sup>4-18</sup> months  
time, except a sum sufficient  
to pay the costs in this suit and  
commissions of sale which  
he will require to be paid down,  
and for the deferred payments he  
will take notes payable to himself  
for said deferred payments with  
good personal security and bearing  
interest from date of sale. And  
in case said lands rent in  
~~five years~~ <sup>in five years</sup> for a sum suffi-  
cient to pay off said debts &  
costs he will require a sum  
sufficient to pay the costs ~~of~~  
this suit and commissions  
of renting to be paid down and  
the residue in ~~one~~<sup>two</sup> or three  
years from date of renting  
taking to himself notes bearing  
interest from date of renting and  
with good personal security.  
And said Commissioner before acting  
under this decree will execute bond  
before the clerk of this Court in the sum  
of \$1200<sup>00</sup> with security, Conditioned



according to law, and he will report  
his action to this Court. And the cause  
is continued



Haynes Henson & Co

vs { Decrel

O. L. Spencer

Entered Chy

O. B. Jones 347.8

Sept 3 1891,

J. A. Hyatt C

James Todd

Ant & Sell

Enter this decree

H. K. M.

Sept 3rd 1891.



Haynes, Henson & Co Compls.

vs.

O. T. Spencer

Def.

In Chancery

This cause came on again this day to be heard upon the papers formerly read therein, the report and statement of Cour. Goins filed on the 26<sup>th</sup> day of February, 1891 and exceptions to said report by said Def. and was argued by counsel: On consideration of all which and for reasons appearing to the <sup>court</sup>, said defendant's exceptions are overruled except in so far as the same relate, relate and refer to item 2 in said Goins report and statement which is sustained and is directed to <sup>be</sup> stricken from said report and statement:

It is further adjudged, ordered and decreed that said report and statement of Cour. Goins, be and the same is, except as to item seven, confirmed, and that the several items



creditors named in said report as well as said plaintiffs do recover from said Debt. The debts reported due from him according to their priorities as shown in said Comm. Goins report and Statements together with interest and costs at law by said report shown to be due to each of said <sup>him</sup> creditors and the costs of this suit. And it appearing from said report and depositions filed therewith, that the real estate of said Debt. will not rent for a sum sufficient to pay said judgment liens and interest thereon and the costs of this suit within five years, it is thereupon further adjudged, ordered and decreed that if said defendant does not pay each and every of said mortgage and judgment liens, or some one for him pay the same, and the costs of this suit within 90 days from this date, then C. H. Pennington who is hereby appointed a special commissioner



for the purpose will proceed to  
sell the real estate of said  
deft. mentioned in said bill or  
so much thereof as may be neces-  
sary to pay off said line thereon  
at the front door of the court  
house of the county, at public  
auction and to the highest bidder  
and on some court day and on a  
credit of six, twelve and eighteen  
months except a sum sufficient  
to pay the costs of this suit and  
the commissions of sale, which  
said court will require to be paid  
down by the purchaser. Said court  
before proceeding to sell said land  
will post advertisement for  
30 days the time, terms and place  
of sale at Morgan's, Stickley's and  
McFalls stores and at the front  
door of the court house of this county  
and at such other places as he deems  
proper; and for said deferred payments  
said court will require of the purchaser  
notes bearing interest from date with  
good personal security executed to himself  
or such court.



But before executing the terms of this  
decree, said Huntington will ex-  
cute bond before the Clerk of this  
court with approved security  
in a penalty of \$1500<sup>00</sup> and condi-  
tioned as the law requires in such  
cases, and he will report his  
action to a future term of this  
court. And this cause is con-  
tinued.

Shaynes, Thomas etc.

vs  
Shaynes

C. J. L. Spencer

Plaintiff in Error

P. 336-7, April 3/89

L. W. H. H. H. H. C.

Confirms Grant

Enter this  
April 3/89

14210M



1 Haynes, Henson & Co. Compt's

2 vs.

3 W. A. Spencer

4 Drft's

In Chancery

5 This cause came on this day  
6 to be heard upon the bill of Compt's  
7 and exhibits filed therewith and was argued  
8 by counsel. On consideration of all which  
9 and ~~for reasons~~ <sup>it</sup> appearing to the Court that  
10 process had been duly served upon said  
11 Drft's for a period of more than 15 days before  
12 the first day of this term of the Court, and  
13 said Drft's failing to appear and plead in  
14 said cause, said bill is taken for con-  
15 fessed against him: It is therefore  
16 adjudged, ordered and decreed that  
17 Am. Ginn who is hereby appointed  
18 a commissioner for the purpose so as to ascertain  
19 and state according to their priorities  
20 <sup>and to whom and when due</sup> all judgments against said Spencer, together  
21 <sup>or demand</sup> with any other debt that may be a-  
22 lien upon said Spencer's real estate,  
23 he will further ascertain whether the  
24 rents and profits of said Drft's real  
25 estate will pay off all judgment liens  
26 against his real estate and the costs of  
27 this suit within five years. And he  
28 will report his action together with any  
29 other matter pertinent to this cause to the  
30 next term ~~thereof~~ of the Court. And this  
31 cause is continued.



Haynes, Kansas, Feb 21

21 } Over no 1.

O. P. Spencer

Recorded in C. B.

3 page 304

J. H. S. Styall

enter this

Dec. 3 1890.

14 SKM  
11



Haynes, Henson & Co.,

Compte,

vs { in Chancery.

O. T. Spencer,

Deft.

That Sims

The deposition of M. B. Spencer +  
taken before me, H. M. Gaines, Comm.  
in the above styled cause, at my  
office in the town of Jamesville on  
the 26<sup>th</sup> day of Feb., 1891, to be read  
as evidence in behalf of Haynes,  
Henson & Co. in a certain suit in  
chancery now pending in the circuit  
court of Lee County, Virginia, wherein  
Haynes, Henson & Co. are plaintiffs and  
O. T. Spencer is defendant.

M. B. Spencer, a witness of  
lawful age, after having first been  
duly sworn, deposes and says: - That  
he is acquainted with the lands owned  
by O. T. Spencer; that said farm contains  
about 90 acres; and that said farm is  
reasonably worth \$125<sup>00</sup>/<sub>100</sub> per year rental  
value for a period of five years.

And further this deponent saith not.

M. B. Spencer

Madison Sims another witness of lawful  
age, after having first been duly sworn,  
deposes and says: - That he is acquainted  
with the tract of land now owned by



O. P. Spencer and that said tract of  
Land is reasonably worth \$85,000 per year  
for a period of five years.

And further this deponent saith not.  
Mat Sims.

Virginia: Lee County, to wit: -

I, A. M. Goins, Special Comr. in the above  
styled cause, do hereby certify that the foregoing  
depositions of M. B. Spencer and Mat Sims  
were duly ~~deposited~~ taken under oath and  
subscribed before me, and at the time  
and place as above mentioned.

Given under my hand, this 26<sup>th</sup> day of Feb.,  
1891,

A. M. Goins  
Special Comr.

Haynes, Spencer & Co.  
vs. { Depositions.

O. P. Spencer,

"B"



Virginia: Lee County to-wit:

I, A. B. Mursey, Clerk of the Circuit Court of Lee County, Va, do certify that J. T. Giles this day appeared before me and made oath that since the sale of the land by E. W. Remington, Special Commissioner in the Chancery cause of Haynes Henson vs against O. Y. Spencer, now pending in the Circuit Court of Lee County, Va, the said O. Y. Spencer has cut and removed from said land 25 or 30 M. (thousand) feet of poplar timber, worth at least from \$375 to \$400 per thousand; that in logging & removing said poplar timber the said O. Y. Spencer also damaged other timber & the land in all, for said timber and damage to the amount of \$200 <sup>00</sup>;

Given under my hand this the 22<sup>nd</sup> day of October, 1894. That the said O. Y. Spencer has been in possession of said land and has had the benefit of all the proceeds of <sup>said</sup> land ever since said sale by the said E. W. Remington, Com'r. Given under my hand this the 22<sup>nd</sup> day of October, 1894.

Sworn to by J. T. Giles before me A. B. Mursey, Clerk, this the 22<sup>nd</sup> day of October 1894

A. B. Mursey Clerk



Hargreaves, Henson & Co  
vs J. Affordant  
D. J. Spencer

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Haynes, Henson & Co.,

Compts,

vs } In Chancery.  
O. T. Spencer,

Deft.

The undersigned, in pursuance of a decretal order of the circuit court for Lee County, Va., pronounced on the 3<sup>rd</sup> day of Dec. 1890, in the above styled cause, having given due notice to all parties concerned, proceeded on the 24<sup>th</sup> day of Jan. 1891, and on succeeding days thereafter, at his office in the town of Jonesville, Lee County, Va., to execute the said order; and the proceedings having been thenceforward regularly adjourned from time to time, and being at length completed, the result is herewith respectfully submitted.

The undersigned, after receiving and considering such proof as was offered at the above time and place, made out, according to their priorities, and now reports a statement of all debts and demands that constitute liens upon said Spencer's real estate, that appear to him to be sufficiently proved, and that were brought to his knowledge. It will be seen by a reference to Statement "A" that the total indebtedness, due as of Apr. 1, 1891, is \$1241.82. This sum includes \$90<sup>00</sup>, estimated costs in this suit, and a note, with interest, due C. W. Pennington and J. A. G. Hyatt,



amounting to \$23.20. All the other debts and demands reported in said Statement "A" are existing liens on said Spencer's real estate, and are in date of priority according to the order of arrangement of the marginal numerals in said statement.

The undersigned was further directed by said decretal order to ascertain whether or not said Spencer's real estate would, in five years, rent for a sufficient amount to pay off all liens against the same, together with the costs of this suit. Upon this inquiry the undersigned ascertains that said real estate would not, in five years, rent for a sufficient amount to pay off said liens and costs. — See Deposition herewith filed marked "B."

Respectfully submitted, This Feb. , 1891.

A. M. Goins,

Special Comr.



Haynes, Herman & Co.,

vs. Comr's Report.

O. F. Spencer,

Filed February 26 1891.

J. H. G. Bryant Clerk

57 900.41  
126.1

Comr's Fee \$10.00

608.41 \$ 226.00  
122.47  
187.92  
45.12  
54.30

1241.82 \$ 623.41  
23.20  
230.41 56.67  
8678.41 20.61

The within report of Comr. Haynes is ~~accepted~~ to, because the Comr. does not comply with the requirements of the decree under which he acts. in this, he reports a note as a lien on defendants real estate to 7, which is not a lien (See note) and he does not report, as in said decree directed, "whether the rents and profits of said defendants real estate will pay off all judgments liens against his real estate and the costs of this suit within five years". And because, the Comr. does not file with his said report the evidence upon which he reports the several claims as liens on defendants real estate nor does he show in any manner any evidence of said liens except his mere statement, which is in fact not evidence.

April 1st 1891.

James W. Orr, for  
Def't.



Haynes, Hanson & Co.,

vs.

C. B. Spencer

In Chancery

Your undersigned comes  
by leave to report, that  
after duly advertising the times  
and place of sale of  
the land in the bill & pro-  
ceedings mentioned as <sup>was</sup> required  
by the decree entered in said  
cause at the April term  
1891 of the Circuit Court, he  
offered at the front door  
of the Court House on  
Monday Aug 3<sup>rd</sup> 1891, that  
being a court day to the  
best and highest bidder  
and at public outcry; and  
after considerable bidding  
said land, the same was  
knocked off to Mr. C. Par-  
sons for \$1215<sup>00</sup>, that bid  
being the best and highest  
bid. As required by the terms  
of said decree, Mr. C. Parsons  
paid your Court \$73.98 which  
sum covered the costs of sale  
and costs of suit and was  
accordingly paid out, to them



entitled thereto.

Your Commr. will further  
report that said M. C. Par-  
sons executed his three notes  
for \$350.34 each with Dr. M. B.  
Spencer and George H. Corbitt  
as security and ~~are~~ payable  
in six, 12 & 18 months respec-  
tively - and bearing interest  
from date. All of which  
is respectfully submitted.

E. H. Pennington

Aug 18/91.

Spec - Commr.

Received of E. H. Pennington \$18<sup>00</sup>/<sub>100</sub>,  
my fee for taking the acct. as  
special Commr. in this case.  
This Aug. 24, 1891.

A. M. Goins



Haynes Henson & Co

vs } <sup>Comrs</sup>  
Report

O. D. Spencer

Filed Aug 15/91.

J. & C. Hyatt ©



Haynes, Hanson & Co

vs.

O. F. Spencer

In Chancery.

To the Hon. H. S. K. Morrison  
Judge of the Circuit Court for the Co. of  
Your undersigned special  
comm. who was by a decree en-  
tering in said cause directed, after  
advertising the time, terms & place  
of selling at the front door of the  
court house of this county for 20  
days, to rent the land in bill &  
proceedings mentioned, begs leave  
to report that he did so adver-  
tise the time, place and terms of  
selling said land, and on the 2<sup>nd</sup> day  
of Nov. 1891, at the front door  
of the court house of this county  
that being a court day, he offered  
said land for rent, but no one  
would give him a bid. So he an-  
nounced that on Nov. 4<sup>th</sup>, at the  
front door <sup>of the court house</sup> of said county, that day  
being also a court day he again  
offer said land on the terms required  
by said decree, and did in pur-  
suance of said postnament again  
on Nov. 4<sup>th</sup> 1891 at the front door  
of the court house of this Co.  
offer to the highest bidder said  
land for rent, but no one gave  
any bid much less enough to pay  
the judgment liens not satisfied  
by defendants Hammett and



After trying for a good while  
to rent said land and failing to  
receive a bid, at said time  
and place he offered enough of  
said land for sale to pay said  
indebtedness and the costs of this  
suit, whereupon after crying  
said land for a considerable time  
one Mr. C. Parsons became the  
only & best & highest bidder  
for the sum of \$500<sup>00</sup> for the  
whole of the O. S. Spencer farm.

This is not per. third of the val-  
ue of said land, but from what  
you cannot be informed, it is the  
object of the defendant to persuade  
those who would rent or buy said  
land, not to have anything to do  
with it. This land was once  
bid in by said Parsons for \$1215<sup>00</sup>  
which said sale was set aside.

All of which is submitted  
this Nov. 15<sup>th</sup> 1891.

E. H. Huntington  
Spec. Comm.



The within sale is excepted to, because the land sold has not, as stated by the Court in his report, brought one third of its value and defendant thinks this is owing to the fact that the sale was advertised for the first day of the October term 1891 of Lee County Court, but for some cause or other was not then sold, but was sold on the 3rd day of the November term 1891, and probably at a time when persons who would have purchased at a fair price did not know of the sale and were not present, and which sale was not properly advertised for that day; and because the purchaser has not complied with the requirements of the decree by paying the costs &c down and executing his notes with good security for the deferred payments; and also because the Court did not as required by the decree execute bond before acting thereunder.

Defendant denies that it is his object to persuade those who would rent or buy said land not to have anything to do with it, <sup>but</sup> upon the other hand he hopes it will rent or sell for the best price possible, as this is, as he conceives, to the interest of himself and family. He therefore asks that said sale be set aside and the Court directed to proceed strictly according to the decree of Sept 3rd 1891.  
Nov 28th 1891.

James W Orr for Deft.

Haynes, Wm & Co

Lee County Court

A. S. Spencer

Filed Nov 1891  
J. W. Orr



To the Hon. H. S. H. Morrison,  
Judge of Circuit Court for Lin Co. Mo.  
Haynes, Herson & Co  
vs  
O. A. Spencer } In Chanc.

Your undersigned  
Special Comm. who was on  
the 13<sup>th</sup> day of June, 1892 directed  
to see the land in the bill  
& proceedings mentioned or enough  
thereof to pay said mess note  
owed by said Spencer home-  
stead land, The commissions  
of sale and the costs of this  
suit, bego leave to report  
that <sup>after</sup> advertising the time, terms  
and place of sale for 20 days,  
posted at the front door of the  
court house of Lin County, at  
McNiel & Brothers store and  
at two other places to wit at  
Wright Stickley & B. M. Morgans  
store, he offered said land  
publicly and to the highest & best bidder  
for sale, by the acre, ~~and~~  
at the front door of said court  
house on August 15<sup>th</sup> 1892  
that being a court day. After  
some considerable crying  
the whole of said land, 93 acres



was knocked off \$488<sup>00</sup> per  
acre to G. A. Giles who was  
the highest & best bidder.  
Said Giles paid your Court  
\$64.56 the costs & commis-  
sions of sale and executed  
his notes with M. E. Giles  
as surety for the residue:  
to wit one note for \$339.12  
due in six months after its  
date and the other for \$339.12  
due in twelve months after  
its date.

This sale is low but owing  
to the circumstances in the  
case should be confirmed.  
All of which are respectfully  
submitted.

This Sept. 20<sup>th</sup> 1892.

E. H. Pennington

Sheriff - Court.



Haynes, Hanson & Co  
Comrs Refor  
of Sale of Land

O. D. Spencer

Filed Oct. 25/92  
J. A. Hyatt &



Jaynes & Hume & Co.

v.s.

In Chancery,

C. F. Spencer.

To The Hon Wm. J. Miller  
Judge of the Circuit-Court for  
Lin County :-

The undersigned former  
missionary who was appointed in  
a decree of at this term of the Court  
in the above styled cause, to make  
a deed to the land sold in  
the said cause to the purchaser  
Mary E. Giles begs leave to report  
as follows.

That he has executed the  
said deed which he here files.  
All of which is respectfully  
submitted.

Robt L. Pennington  
Special Commissioner.



Haynes & Hunsan Co.

v.s. Report of  
R. L. Cunningham

O. J. Spencer. Deft

---

Filed Nov 14th 1895  
A B Munnay Clerk

1842

314.50

234

553.50



# Land for Rent or Sale.

Haynes, Henshaw & Co.

vs

O. S. Spencer

In Chancery

Pursuant to a decree rendered in the above styled cause on the day of Dec. - 1891, the undersigned court. will offer at the front door of the court house of this County for rent, on the first day of the January term of the county court - (1892) to the highest bidder on a credit of ~~one~~ <sup>two or three</sup> years. The land in the bill & proceedings mentioned, if the same will rent for a sum sufficient to pay \$608.41 with legal interest thereon from April 1<sup>st</sup> 1891 and the costs of this suit \$40.60, and costs of renting. And if said land will not rent for a sum sufficient to pay said sums of money in five years, then I will offer at the same time & place for sale to the highest bidder and at public outcry enough of said land to pay said sums of money on a credit of 6, 12 & 18 months time with interest date of sale & with good security for the deferred payments. The costs of this suit & commissions of sale in either case of renting or sale will be required to be paid down.

W. H. Pinnigton.

Special comm.

Rules required by law have been given.

J. A. Schmitt



O. T. Spencer

In Account with

His Creditors.

|    |                                                                                                                                         |        |        |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------|--------|--------|--|
| 1. | To mortgage in favor of J. W. Ely.<br>Date, Aug. 16 <sup>th</sup> , 1889. - Recorded<br>Jan. 1 <sup>st</sup> , 1890. Due Aug. 16, 1890. | 216 00 |        |  |
|    | To interest on same to Apr. 1, 1891,                                                                                                    | 8 25   |        |  |
|    | " costs for recording same,                                                                                                             | 1 75   | 226 00 |  |
| 2. | To judgment in favor of<br>C. H. Russell, dated June 2 <sup>nd</sup><br>1890. - Justice's judgment.                                     | 14 00  |        |  |
|    | " Interest on same from Apr. 4 <sup>th</sup> ,<br>1890, to Apr. 1 <sup>st</sup> , 1891,                                                 | 84     |        |  |
|    | " Costs on same,                                                                                                                        | 1 55   | 16 39  |  |
| 3. | To judgment in favor of Powers,<br>Little & McCormick obtained<br>Sept. Term, 1890,                                                     | 105 35 |        |  |
|    | " Interest on same from Feb. 8,<br>1890, to Apr. 1, 1891,                                                                               | 7 30   |        |  |
|    | " costs at law,                                                                                                                         | 9 82   | 122 47 |  |
| 3. | To judgment in favor of<br>Morgan & Armstrong, obtained<br>Sept. Term, 1890,                                                            | 100 00 |        |  |
|    | " Interest on same from March 8 <sup>th</sup> ,<br>1890, to Apr. 1 <sup>st</sup> 1891,                                                  | 6 45   |        |  |
|    | " Costs at law,                                                                                                                         | 9 39   | 115 84 |  |
|    | Amt. forward,                                                                                                                           |        | 480 70 |  |



To amt. bro't forward, 480 70

3. To Judgment obtained at Sept.  
Term, 1890, in favor of Morgan  
& Armstrong, 175 00

" Interest on same from March 26<sup>th</sup>,  
1890, to Apr. 1, 1891, 10 65

" Costs at Law, 9 14 194 79

3. To Judgment obtained at Sept.  
Term, 1890, in favor of Olaf  
Mullins, 100 00

" Interest on same from March 21<sup>st</sup>,  
1890, to Apr. 1, 1891, 6 16

" Costs at Law, 9 14 115 30

3. To Judgment obtained at Sept.  
Term, 1890, in favor of Haynes,  
Henson & Co., Sur 24. & 168 06

" Interest on same from Apr. 3<sup>rd</sup>,  
1890, to Apr. 1<sup>st</sup> 1891, 10 04

" Costs at Law, 9 82 187 92

To Judgment obtained at Sept.

5 Term, 1890, in favor of Geo. Brown, 33 92

3. " Interest on same from Apr. 3<sup>rd</sup>,  
1890, to Apr. 1<sup>st</sup> 1891, 1 98

" Costs at Law, 9 82 45 72

Amt. forward, 1024 43



|    |                                                                                             |       |    |    |           |
|----|---------------------------------------------------------------------------------------------|-------|----|----|-----------|
|    | To amt. bro't forward,                                                                      |       |    |    | 1024 43   |
|    | To judgment obtained in County Court, Nov. Term, 1890, in favor of the Commonwealth,        | 5 00  |    |    |           |
| 4. | " Interest on same from Nov. 3, 1890, to Apr. 1, 1891,                                      | 12    |    |    |           |
|    | " Costs in same                                                                             | 11 13 | 16 | 25 |           |
|    | To judgment obtained at Dec. Term, 1890, in favor of W. W. Woodruff & Co.,                  | 38 56 |    |    |           |
| 5. | " Interest on same from Sept. 14 <sup>th</sup> , 1889, to Apr. 1 <sup>st</sup> , 1891,      | 3 55  |    |    |           |
|    | " Costs at Law,                                                                             | 9 19  | 51 | 30 |           |
|    | To judgment obtained before a Justice, Jan. 12 <sup>th</sup> , 1891, in favor of W. C. Ely, | 34 63 |    |    |           |
| 6. | " To interest on same from Jan. 1, 1891, to Apr. 1 <sup>st</sup> , 1891,                    | 52    |    |    |           |
|    | To balance of costs before Justice                                                          | 1 49  | 36 | 64 |           |
|    | To costs of this suit,                                                                      | 90 00 | 90 | 00 |           |
|    | To note in favor of E. W. Pennington & J. A. S. Hyatt, dated Feb. 4, 1890,                  | 22 00 |    |    |           |
|    | " Interest on same from May 4 <sup>th</sup> , 1890, to Apr. 1, 1891,                        | 1 20  | 23 | 20 |           |
|    | Total reported indebtedness, due as of Apr. 1, 1891,                                        |       |    |    | \$1241 82 |
|    | J. A. S. Hyatt                                                                              |       |    |    |           |

Paid by J. A. S. Hyatt  
to E. W. Pennington  
on account of  
note to him



O. T. Spencer  
 In Acct with  
His Creditors.  
(Auct. Reported \$1241.82)  
(Statement "A.")

1241.82  
 23.20

1318.62  
 633.41

585.21  
 73.78  
 659.19

85.  
 125.  
 2121.0  
 \$105

1241.82  
 633.41  
 \$608.41



Circuit Court of Lee County, to wit: -  
J. T. Giles. Survivor & }  
Peter <sup>ads</sup> Chance } In Debt

And the said defendant, by his attorney,  
comes and says, that before the Commencement  
of this suit, to wit: - on the day of  
189 the said defendant paid to  
the said plaintiff, the said sum of \$  
in the said declaration demanded, ~~Account~~  
of said payments & offsets is as follows.

February 1<sup>st</sup> 1896.

\$400.00

March 2<sup>nd</sup> 1896.

210.00

The amount of a mortgage on O. T.  
Spencer & Ogina Spencer, which  
was assigned by plaintiff to defendant  
and which was not collectible and was  
for this sum when due, Aug 1<sup>st</sup> 1890.

216.00

And for the over plus of which pay-  
ments & offset, judgment over against  
the plaintiff is asked.

And this the said defendant is ready to verify.

Orr Vermeil, p. d.



J. V. Giles, Surety  
advs Plea Payments  
& effects  
Peter F. Chance

Filed in open Court  
and by leave thereof  
March 11th 1901

A. B. Munsey Clerk



Circuit Court of Lee County, to wit:-

J. T. Giles, Summar vs.

advs.

Peter F. Chance

} In Debt.

And the said defendant, by his attorney, comes and says, that before the making of the said writing obligatory in the said declaration mentioned, to wit; on the 18th day of January 1892, the said defendant & Mary E. Giles, deceased, executed to the plaintiff their hand for \$ the same being for an amount of money borrowed from said plaintiff, and the amount of a mortgage held by said plaintiff on O. T. Spencer & Ozzina Spencer for Two hundred & sixteen <sup>dollars</sup>, due in twelve months after its date, and dated August 16th 1889, and originally executed to J. W. Ely, and assigned by said Ely, to said plaintiff, and assigned by said plaintiff to the defendant for value received, on the said 18th day of January 1892. And afterwards to wit - on the 15th day of August 1893, said note was renewed for the amount thereof, principal and interest, by the execution of the note here sued on. And the said defendant avers that the said O. T. Spencer & Ozzina Spencer were insolvent and the said mortgage and no part thereof was collectible, and that he has failed to collect the same or any part thereof; and the said defendant says by reason of the premises, he has sustained great loss and damage amounting to the sum of \$216.00 and interest thereon from the said 16th day of August 1890, which is still unpaid and due and owing from the said plaintiff to the said defendant. And the said defendant is ready and willing, and here offers in pursuance of the

\* If the consideration, upon which the note sued on was executed, having failed to the extent of the amount of said mortgage.



1 Statute in such case made and provided, to  
2 set-off and allow the same against the sum  
3 of money due and payable by the said defend-  
- ant to the said plaintiff, by force of the said  
4 writing upon which the said action is founded  
5 and the said defendant here asks judgment over  
6 against the said plaintiff, for the surplus of  
7 said damages <sup>there</sup> sustained by him, over and above  
8 the amount of plaintiff's said claim.  
9 And this the said defendant is ready to verify.  
10 Orr & Irvine. p.d.  
11

12  
13 Virginia, Lee county, to wit: -

14 This day J. S. Giles personally appeared before me  
15 the undersigned Clerk of the Circuit Court of Lee  
16 County Va, and made oath that the matter and  
17 things stated in the annexed plea are true.  
18 Given under my hand this 8<sup>th</sup> day of March 1901.  
19 A. B. Munsey Clerk.  
20  
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32  
J. S. Giles. Swore  
ad. in Plea  
Peter H. Chance.

Filed in open Court  
and by leave thereof  
March 11<sup>th</sup> 1901  
A. B. Munsey Clerk



Virginia

At a circuit Court continued and held for  
Lee County at the Court-house thereof on Mon-  
day the 1<sup>st</sup> day of Sept- 1890.

Office judgments which became  
final on the last day of Sept- term, 1890.

Haynes, Hinson & Co Defts

vs

In assumpsit-

O. P. Spencer

Deft.

The defendant O. P. Spencer being  
duly summoned and not appearing. It is  
considered by the Court that the judgment  
obtained in the Clerk's office in favor of the  
plaintiffs against the defendant for \$168.86  
the debt in the declaration mentioned & legal  
interest thereon from the 5<sup>th</sup> day of April 1890  
& the costs be made final

A copy Test: J. A. Hyatt & Co.



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Haines, Hanson & Co

or 2 Copy of Judgment

A. R. Spencer

A. R. page 92-3

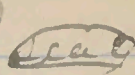
"J"



This Deed Witnesseth that I Orville J. Spencer being a house holder and head of a family of the county of Lee and State of Virginia, do hereby declare my intention to claim the benefit of my homestead exemption under the constitution of Virginia and the Act of the General Assembly of Virginia passed in pursuance thereof, and approved June 27, 1870. entitled, "An act to prescribe in what manner and on what conditions a householder or head of a family shall set apart and hold a homestead and personal property for the benefit of himself and family exempt from sale for debt" and in pursuance of the constitution of Virginia & the said act passed in pursuance thereof, I hereby claim and set apart and hold in addition to the property exempt from levy or distress for rent by Statute on the day the present constitution of Va. went into effect, as exempt from levy, seizure, garnishment or sale under any execution, order or other process issued on any demand for any debt heretofore or hereafter contracted the following real and personal property and for my homestead. to wit: All for my land or farm on which I



now live lying and being in Lee county  
Va. on the North side of Wallens Ridge  
and about nine miles west of Jones-  
ville containing about 125 acres in the  
same more or less and bounded on  
the west by the land of Alpha Parrott  
on the East by the land of my sister  
Mrs Jas. T. Giles worth about \$1600.00  
one cow worth about \$20.00 also all of  
my household and Kitchen furniture  
worth about \$50.00 all of which I  
claim as end for a homestead for  
the use and benefit of myself and  
family as aforesaid witness the  
following signature and seal this  
the 15<sup>th</sup> day of July 1891.

O. J. Spencer 

Virginia.

Lee County to wit: I, John R.  
Gibson clerk of the county court in  
and for the county of Lee in the  
State aforesaid do certify that Orville  
L. Spencer whose name is signed to  
the foregoing homestead deed bear-  
ing date July 15<sup>th</sup> 1891 has acknowl-  
edged the same before me in



my County aforesaid, and said deed  
is admitted to record. Given under  
my hand. This the 15<sup>th</sup> day of July.  
1891.

John R. Gibson clerk



93  
744

339.72  
339.72  
64.56  
714.00

O. J. Spencer  
Homestead Deed

Deed Book 27

Page 211 & Co.

J. P. Gibson, Clerk  
" " "

S



\$367.30

Eighteen months after  
date ~~paid~~ with interest from  
this date we promise to pay  
E. H. Pennington Co. in  
the Chancery Cause of Hynes  
Husson & Co vs. C. W. Spencer  
Three hundred and sixty seven  
and thirty cents And as to the  
payment of this debt we  
hereby waive the benefit of law.  
Witness our hands and seals this  
Jan. 4th 1892.

J. G. Giles *(initials)*  
Mary E. Giles *(initials)*



August 15<sup>th</sup> 1892

\$334.72

Six months after date we  
promise to pay E. W. Pennington Com-  
in the Chancery cause of Haynes  
Hanson & Co vs O. S. Spencer Three  
Hundred and thirty-Nine dollars  
and thirty-five cents and as to this  
debt we hereby waive the  
benefit of the Homestead & Law  
of Illinois our hands & seals this  
Aug. 15<sup>th</sup> 1892.

M. E. Gilman  
J. J. Giles seal

seal



This note bears interest  
from its date

M. E. Giles

J. I. Giles

32 31 30 29 28 27 26 25 24 23 22 21 20 19 18  
1895 Aug 15



C. S. Spencer

In ap<sup>y</sup> with  
his creditors

Waining Hamestead Law

|                                                |      |                                                                                          |                                |               |
|------------------------------------------------|------|------------------------------------------------------------------------------------------|--------------------------------|---------------|
| 1                                              | Paid | Judgt. in favor of C. A. Russell<br>Int. from 4-4-'90 to 12-26-'94<br>Costs              | 14 00<br>4 16<br><u>1 53</u>   | 19 7 1        |
| 2                                              | Paid | Judgt. in favor of Morgan & Armstrong<br>Int. from 3-8-'90 to 12-26-'94.<br>Costs at Law | 100 00<br>28 76<br><u>9 39</u> | 138 1 5       |
| 3                                              | Paid | Judgt. in favor of Morgan & Armstrong<br>Int. from 3-26-'90 to 12-26-'94<br>Costs at Law | 175 00<br>49 83<br><u>9 14</u> | 223 9 7       |
| 4                                              | Paid | Olif Mullins Judgt.<br>Int. from 3-21-'90 to 12-26-'94.<br>Costs at Law                  | 100 00<br>28 53<br><u>9 14</u> | 137 6 7       |
| 5                                              | Paid | Commonwealth Judgt.<br>Int. from 11-5-'90 to 12-26-'94<br>Costs                          | 5 00<br>1 25<br><u>11 15</u>   | 173 8         |
| 6                                              | Paid | Judgt. in favor of H. C. Ely<br>Int. from Jan 1 <sup>st</sup> 1891 to 12-26-'94<br>Costs | 34 63<br>8 25<br><u>1 49</u>   | 44 3 7        |
| Add accumulated Costs                          |      |                                                                                          |                                | \$591 25      |
| Total not Hamesteaded                          |      |                                                                                          |                                | 13 75         |
| Off Morgan's Judgt.                            |      |                                                                                          |                                | <u>615 00</u> |
| Bal.                                           |      |                                                                                          |                                | 372 12        |
|                                                |      |                                                                                          |                                | <u>442 88</u> |
| Am't. of Notes                                 |      |                                                                                          |                                | 679 44        |
| less 8-15 <sup>th</sup> - 1892                 |      |                                                                                          |                                | <u>25 00</u>  |
|                                                |      |                                                                                          |                                | 654 44        |
| Int. from 8-15 <sup>th</sup> 1892 to 12-26-'94 |      |                                                                                          |                                | 92 71         |
| Total to be paid 12-26-'94.                    |      |                                                                                          |                                | <u>747 25</u> |
| Off Morgan's Claims                            |      |                                                                                          |                                | 372 12        |
| To be paid on 12-26-'94                        |      |                                                                                          |                                | <u>375 13</u> |
| Add Costs accrued                              |      |                                                                                          |                                | 13 75         |
|                                                |      |                                                                                          |                                | <u>388 88</u> |



Dec. 21<sup>st</sup> 1844

Dear Judge:

Have Giles to settle your claim and pay me \$375.13 and he will then be entitled to a deed, which fact I will report to court at its next term. Please preserve this calculation, and let me have it back, as it will save me of making another calculation.

Yours &c

E. W. Pennington.

To the Judge of the Circuit Court for the Co  
I have been paid \$229.13 by Judge Morgan  
which has been paid as indicated on  
the reverse side of this paper. And the  
debts due to Morgan & Armstrong ~~and~~ was  
paid to him by Giles; so there is nothing  
further to be done in the case, as it  
might go off the docket.

Respectfully,

E. W. Pennington

Spec. Comm.

Hesckiah Pennington



367.30

Six months after date and  
with interest from date we  
promise to pay E. H. Pennington  
comr. in the Chancery cause of  
Haynes, Simon & Co. vs. C. P. Spencer  
Three hundred and sixty-seven  
dollars and thirty cents. And as  
to this debt we hereby waive the  
benefit of the homestead law  
Witness our hands and seals this  
January, 4<sup>th</sup> 1892.

J. J. Giles (Seal)  
Mary E. Giles (Seal)

\* 367.30

Seven months after date &  
with interest from date we prom-  
ise to pay E. H. Pennington Comr. in  
the Chancery cause of Haynes, Sim-  
on & Co. vs. C. P. Spencer, Three hun-  
dred and sixty-seven dollars and  
30 cents. And as to the payment  
of this debt we hereby waive  
the benefit of the homestead law  
Witness our hands and seals  
this January 4<sup>th</sup> 1892.

Mary E. Giles (Seal)  
J. J. Giles (Seal)



Sates

Not there



# Land for Rent or Sale.

Haynes, Benson, & Co.,

<sup>vs.</sup>  
O. T. Spencer

} In Chancery.

Pursuant to a decree rendered in the above styled cause on the      day of Dec. 1891, the undersigned Comr. will offer at the front door of the Court House of this county for rent, on the first day of the January term of the county court (1892) to the highest bidder on a credit of one, two & three years, the land in the bill & proceedings mentioned, if the same will rent for a sum sufficient to pay \$608<sup>74</sup>/<sub>100</sub> with legal interest thereon from April 1<sup>st</sup>, 1891, and the costs of this suit \$40.60, and coms. of renting. And if said land will not rent for a sum sufficient to pay said sum of money in five years, then I will offer at the same time & place for sale to the highest bidder and at public outcry enough of said land to pay said sum of money on a credit of 6, 12 & 18 months time with interest from date of sale & with good security for the deferred payments. The costs of this suit & commissions of sale in either case of renting or sale will be required to be paid down.

E. H. Pennington

Special Comr.

Bond required by law has been given.

J. A. Syatt C. C.



Received from E. A. Huntington  
Comm. in the Chancery Cause  
of Hayes, vs. Hanson Dec., 88.  
O. A. Spencer One Hundred  
and twenty-Eight and  $\frac{3}{10}$  dol.  
lars, the amount shown  
to be due me in said Cause  
in the Comm. report

This January, 23<sup>rd</sup> 1895.

Witness

Olive <sup>her</sup> Mullins  
mark

Robt. Huntington  
C. H. Johnson



1288

1381



I O. T. Spencer do state that I have sold the  
Ninety three acres of land, to Mary E Giles  
purchased by her in the Chancery Cause of  
Haynes Benson & Co vs O. T. Spencer, at the  
price of Fifteen hundred dollars, and said  
Mary E Giles is to pay the debts decreed to  
be ~~paid~~<sup>paid</sup> in said Cause, estimated & Calculated  
to be \$1296<sup>00</sup>, and the residue of said  
\$1500 - she is to pay to me. March 8th 1895.

O. T. Spencer

Witness.

James W Orr.



O. T. Spencer  
Statement.



\$ 679.44 Aug 15th 1892.

25.00 cr "

" "

ms. d

\$ 654.44

14

2 - 4

14

28

74

2617.76

65444

91.6216

76

3.27

7

228.9

76

92.38

654.44

\$ 746.82 Dec 22nd 1894.

372.12 Morgan Judgts

\$ 374.70



H. May H. Conrad.  
Hollister Cal.

Dr Madam.

~~Contents rated. I have of Mr. T. to have &~~  
~~Communications. I find an record in the Clerk's~~  
~~office of this County, a date May 27/1796~~  
~~from Wm King conveying to Daniel Loomis four~~  
~~tracts of land, containing in the aggregate~~  
~~some 48000 acres, lying in Lee & Scott~~  
~~Counties Va + perhaps a portion of one of the~~  
~~tracts extending into the State of Tenn.~~  
~~I have also~~



Recd of E. W. Huntington  
Cash in the Chancery  
cause of Haynes vs. me  
the no. O. J. Spencer  
Twenty - five dollars  
in full of judgment  
in said cause in favor  
of J. S. Hyatt & said Huntington  
and by them assigned to  
me. This August, 1872.  
J. T. Giles



KNOW ALL MEN BY THESE PRESENTS, That we *E. H. Pennington,*  
*A. M. Gorins + J. A. G. Hyatt*  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Fifteen*

*hundred* dollars, to the payment whereof, well and truly  
to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our  
and each of our heirs, executors and administrators, jointly and severally, firmly by these  
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,  
and any claim, right, or privilege to discharge any liability arising under this bond, or by  
virtue of said office or trust, in any currency, funds, counter claims or offsets other than  
legal-tender currency of United States. Sealed with our seals, and dated *2nd* day  
of *June*, one thousand eight hundred and *ninety-one*

The Condition of The Above Obligation is Such, That if the above bound *E. H. Pen-*  
*nington*  
shall faithfully perform the duties of *his* office or trust, as *commissioner*

under a decree of the Circuit Court of the County of Lee, pronounced on the *3rd*  
day of *April*, 18 *91*, in the suit therein depending  
under the name and style of *Haynes, Benson & Co.* Plaintiff  
vs. *O. T. Spencer* Defendant

and properly account for all sums of money *which he* may receive as  
such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of  
*E. H. Pennington* (SEAL.)  
*A. M. Gorins* (SEAL.)  
*J. A. G. Hyatt* (SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day *June*  
suret on the above bond, made oath before me *J. A. G. Hyatt*, Clerk of the Circuit  
Court of the County of Lee, that  
estate after the payment of all just debts, and those  
for which bound as securit for others, and expect to have  
to pay worth the sum of

dollars.

Given under my hand this day of 18  
Teste: Clerk,



Haynes Benson & Co

vs <sup>3</sup>/<sub>3</sub> Bond  
<sup>3</sup>/<sub>3</sub> of Amr P.

O. T. Spencer

Filed June 27/89

J. A. S. H. & Co



KNOW ALL MEN BY THESE PRESENTS, That we *E. W. Pennington*  
*J. A. G. Hyatt*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

*Twenty Hundred* dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *5th* day of *December*, one thousand eight hundred and *ninety*

The Condition of The Above Obligation is Such, That if the above bound

*E. W. Pennington*  
shall faithfully perform the duties of ~~office or trust, as~~ *Comm-*

*missioner*  
under a decree of the Circuit Court of the County of Lee, pronounced on the *third* day of *Sept*, 1891, in the suit therein depending under the name and style of *Haynes, Susan the* Plaintiff vs. *C. S. Spencer* Defendant.

and properly account for all sums of money *they* may receive as such *commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of *E. W. Pennington* (SEAL.)

*J. A. G. Hyatt* (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that estate after the payment of all just debts, and those for which bound as securit for others, and expect to have to pay worth the sum of

dollars.

Given under my hand this day of 18

Teste: Clerk.



KNOW ALL MEN BY THESE PRESENTS, That we

*E. W. Pennington*  
*and A. M. Goins*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of

*Seven Hundred* dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *29<sup>th</sup>* day of *July*, one thousand eight hundred and *Twenty two*

The Condition of The Above Obligation is Such, That if the above bound

*E. W. Pennington*  
shall faithfully perform the duties of *his* office or trust, as *Commissioner*

under a decree of the Circuit Court of the County of Lee, pronounced on the *13<sup>th</sup>*

day of *June*, 18*92*, in the suit therein depending

under the name and style of *Haynes Hanson* Plaintiff

vs. *O. T. Spencer* Defendant

and properly account for all sums of money  
such

*he* may receive as

*Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the  
presence of

*E. W. Pennington* (SEAL.)

*A. M. Goins* (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that estate after the payment of all just debts, and those for which bound as securit for others, and expect to have to pay worth the sum of dollars.

Given under my hand this day of

18

Teste: Clerk.



Haynes Hudson & Co  
vs Board  
O. T. Spencer

Filed July 22<sup>nd</sup> 1892.  
J. A. Hyatt



Virginia

At a circuit Court continued and  
held for Lee County at the Court  
house thereof June 9th 1893

Haynes Henson & Co

Plff

O. T. Spencer

Deft

In Chy

# # # It is ordered that a rule  
be awarded against J. T. Giles and  
Mary E. Giles returnable to the fourth  
day of the next term of this Court to  
show cause if any they can why  
so much of the land purchased  
in this cause by said Mary E. Giles  
should not be resold to pay the  
~~balance~~ due on said purchase  
money. And this cause is contin-  
ued

A Copy

Teste J. A. G. Hyatt, C.

586

500

1086

586

D. P. Giles

(B)



From  
Mary E. Giles

From  
Mary E. Giles



Haynes, Susan the

vs.

O.T. Spencer

In Chancery

The exceptions of said  
plaintiffs to the answer of  
O.T. Spencer filed in said cause  
on the 2<sup>nd</sup> day of Sept. 1891

because

1<sup>st</sup> That said answer is too  
late, as deft has heretofore  
appeared in said cause.  
(See exceptions endorsed on  
court report)

2<sup>nd</sup> Because the exhibit, or  
homestead deed, marked "S"  
which is made a part of  
said answer does not de-  
scribe with sufficient certainty  
the real estate intended to  
be claimed therein and hence  
it is no homestead deed. See  
Code § 3631.

E. W. Rungtun

P. M.



Haynes, Susan H.

vs } Objections

C. T. Spencer



Haynes, Henson & Company, *p. 108.*

Against

In Chancery

Orville T. Spencer, *D. est.*

The sale of the defendants land reported by Commissioner E. W. Pennington, and report filed October 25th 1892, and attempted to be corrected by decree of June 10th 1894, and a confirmation thereof is excepted to by M. E. Giles.

First, Because the <sup>buyer</sup> has not executed the bond required by decree of June 13th 1892, or at least <sup>because</sup> the Clerk has not made the certificate as to the execution of said bond and noted the same in the proceedings in the cause; and because said certificate or a copy thereof is not returned with a report of the sale as required by law.

Second, Because the decree of June 10th 1894, correcting said report of sale fails to set aside or correct the decree of March 7th 1893, confirming said report; and further the said decree of June 10th 1894, fails to properly correct said report in this: "That it uses the name of M. Giles instead of M. E. Giles."

Third, Because the <sup>sale</sup> has been made for more than two years and the defendant, O. T. Spencer, has remained and is yet in the possession of said land, using and occupying the same and receiving the proceeds and profits thereof, and has sold, cut and removed therefrom valuable poplar timber worth \$120.00; and thus damaged and depreciated the value of said land for said timber and damage to other timber and the land in cutting and removing the same in all at least \$200.00. <sup>See affidavit herewith filed marked "A".</sup> All of

which delay, &c., was not the fault of this exceptor, and she does not <sup>unless she is released from the interest on her purchase up to the time of confirmation and</sup> now want the land in its present condition, and does not want in case she has to take <sup>it</sup> to pay interest when she has not had possession, and thinks she should not be held to do so.

Respectfully,

*To*  
Hon W. L. Miller, Judge  
of Lee County Circuit Court.

M. E. Giles.  
By James W. Orr, her  
Counsel.

*allowed a deduction for the said damage done to said land.*



Haynes, Henson & Company, Pl'ffs

Against

Orville T. Spencer, Defendant.

*W. E. Giles*  
Exceptions to Com'r's report.

*Filed in open court and  
by leave there of this  
the 13th day of Novr 1894  
A. B. Munsey Clk*

*Boston Chy Prac 1101.  
+ 4 L 373  
10 L 329.*



Bungardner vs Sprinkle

\$250.00 note - Introduced

Geo. Sprinkle  
 Wm. Sprinkle -  
 Wm. Hilley  
 H.L. Sprinkle -

Deposition

Deposition of N.D. Jones -

proof - be

55.00

"

A.J. Myers -

"

"

15.00

H.L. Sprinkle -

Ran to Jan 29 - 1892 to Jan 5 - 1893

Ran by S. to Mar 1st - 1893 when Mrs

Sprinkle bought out Bung.

~~July - 62.7~~

Jan -

46.95

Feb -

62.25

be. - Jan \$ 10.65

7.50

Feb

7.00

8.00

15.00

46.15

108.20

855.55

500.00

355.55

40

1

20

500

550

5

38.1725

20.18.11

38.57.71

172.1

147.35



Haynes, Henson & Company, Plaintiffs

Against ----- In Chancery

Orville T. Spencer, Defendant.

The report of sale of the tract of land of defendant, by Commissioner E. W. Pennington, filed October 25th 1892, is excepted to by defendant Spencer:-

75  
U  
116  
First, Because the Commissioner has not executed the bond required of him by the decree directing said sale; and because the Clerk has not made the certificate as to the execution of said bond and noted the same in the proceedings in the cause; and because the said certificate, or a copy thereof, is not returned with the report of the sale as is required by statute.

Second, Because the Commissioner has not complied with the decree of June 13th 1892, directing said sale. Said decree directs a sale of the land "or enough thereof to pay the liens not barred by the homestead deed of defendant, the commissions of sale and costs of suit." The Commissioner reports a sale of the whole of said land, 93 acres at \$8.00 per acre, and does not report whether the sum thus raised was sufficient or more than sufficient to pay the liens to be paid and expense and costs, nor whether any one would have taken a less quantity than the whole of said tract and paid said sums amounting to \$671.07. 93  
\$744

Third, Because said decree of June 13th 1892, directed a sale of said land and not renting, when the evidence in said cause shows that the land would rent for a sum sufficient in five years to pay the amount necessary to be paid after the filing of defendants' homestead deed, and which defendant now offers to make it do.

Respectfully,

By  
W. H. Henson  
his Attorney.

O. T. Spencer.



53398-7

Haynes, Henson & Company, *Deft.*

Against

Orville T. Spencer, *Deft.*

*O. T. Spencer's*

Exceptions to Com'r's report.

*Filed in open Court  
and by leave thereof  
this the 13th day of  
November 1894  
A B Murnsey Clerk*



Virginia

At a circuit Court Continued and  
held for Lee County at the Court  
house thereof June 9<sup>th</sup> 1893.

Haynes Henson & Co.

Plff 3

vs

3 Du Chey

D. T. Spencer

Def 3

# # # It is ordered that  
~~a~~ ~~rule~~ a rule be awarded  
against, J. T. Giles and Mary  
E. Giles, returnable to the  
fourth day of the next term  
of this Court, to show cause  
if any they can, why so much  
of the land purchased in this  
cause by said Mary E. Giles,  
should not be resold to pay  
the balance due on said  
purchase money.

And this cause is continued

2 copies

A Copy

Teste J. A. Hyatt cc



Haynes & Son & Co  
Res <sup>3</sup> Rule

C. J. Spence

To 4<sup>th</sup> day Novr. 1893

---

Executed by  
delivering an  
office copy of the  
within Rule to J. T.  
Giles & Mary E. Giles  
this Aug 4 - 1893.

J. H. Weston & Son  
for C. E. Flanary

S. L. C.

Clerk's

Fee for copies \$1.08



The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

WE COMMAND YOU to summon

G. W. Pennington

to appear at the Clerk's office of our Circuit Court of the County of Lee, at the Court-house thereof, at the Rules to be holden for said Court, on the 3<sup>rd</sup> Monday in February 1900, to answer A. K. Dehusk

of a plea of

Debt for \$2155.29

Damage 2155.29

Dollars. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 12<sup>th</sup> day of February, 1900, and in the 12<sup>th</sup> year of the Commonwealth.

A. B. Munsey, Clerk.

A copy: Teste: A. B. Munsey Clerk.



882.24  
707.10

#1559.24  
2165.29

#616.05  
175.00

#410.5

176.18

#698.05

215.51  
163.24

700.00

142.55

684.69

vs. { Summons in action of

, P. Q.

Rules.

Circuit Court.



Haynes, Huson & Co

vs } In Chancery  
O. S. Spencer

J. S. Giles and  
Mary E. Giles:

Whereas on October 25<sup>th</sup>, 1892 there was filed in the above styled Cause a report of sale of a tract of land therein mentioned, and in said report there is this expression and clerical error, to wit: "The whole of said tract of land, 93 acres, was knocked off at \$8<sup>00</sup> per acre to G. S. Giles who was the highest and best bidder. Said Giles paid your Court. \$64.56 the costs and Commissions of sale and executed his notes with M. E. Giles as surety for the residue" or In this expression there is this clerical error: where the name G. S. Giles is, there ought to have been instead Mary E. Giles and where the name M. E. Giles appears therein, there ought to have been written instead the name J. S. Giles.

You and each of you will therefore take notice that on the



5<sup>th</sup> day of March, 1894 we the undersigned will move the Circuit Court of Lee County, Virginia at the Court house, <sup>thereof</sup> to correct said clerical errors so that said Expression in said report may read thus:  
"The whole of said tract of land 93 acres, was knocked off at \$8<sup>00</sup> per acre to Mrs. Mary E. Giles who was the highest and best bidder. Said Giles paid your Court. \$64.56, the costs & commissions of sale and executed his notes with J. V. Giles as surety for the residue" &c.

Jan 22 1894  
Nov. 14<sup>th</sup> 1893. Rec'd &c

Haynes, Hanson & Co  
per Council.



Haynes, Huson & Co

vs } Notice

J. T. Giles & Mary E. Giles

Executed by delivering  
a true copy of the  
within Notice to J. T. Giles  
& Mary E. Giles on  
Feb 2 - 1894

J. M. Weston C. C.  
for C. E. Flannery  
S. L. C.



Haynes, Henson & Co.,  
vs. { In Chancery.

Compte,

O. T. Spencer,

Deft.

In the Circuit Court of Lee County, Virginia.

Take notice that, pursuant to decree in the above styled cause of Dec. 3<sup>rd</sup>, 1890, I shall on the 24<sup>th</sup> day of Jan, 1891, at my office in the town of Jonesville, proceed to inquire into and make the statements concerning the matters mentioned in the said decree, and thereby referred to me as commissioner for the purpose. Especially am I directed by said decree to ascertain and state, according to their priorities, all judgments against said O. T. Spencer, to whom and when the same are due, together with any other debts or demands that constitute liens upon his real estate; and further, to ascertain whether or not said Spencer's real estate would, in five years, rent for a sufficient amount to pay off all liens against the same together with the costs of this suit.

All parties interested in the above proceedings will be present at the above time and place with such evidence as will enable me to comply with the decree of the court.

This Dec. 29, 1890.

A. M. Goins,  
Special Commr,



Haynes, Henson & Co.  
vs { <sup>Notice</sup> in Chancery.

O. T. Spencer.

Jan. 24, 1891.

Executed by  
delivering to

O. T. Spencer a  
copy of the within  
~~Chancery~~

Jan 14<sup>th</sup> 1891

C. H. Kincaid  
Dep for A. B. Murray

82c



**The Commonwealth of Virginia.**

**To The Sheriff Of Lee County Greeting:**

**WE COMMAND YOU TO SUMMON**

*O. S. Spencer*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday  
in *October* next, to answer a *bill in Chancery* ex-

*hibited against him in our said Court by  
J. P. Haynes and J. B. Henson partners in trade  
doing business under the style and partnership  
name of Haynes, Henson & Co*

upon a plea of

, Damage. \$

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *27<sup>th</sup>* day of *Sept* 18*90*, in the 11<sup>th</sup> year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste

Clerk.



Haynes, Hudson & Co

vs } Spr. in Chancery

O. T. Spencer

To 2<sup>nd</sup> Oct. Rules, 1890

Executed by delivery  
to O. T. Spencer a copy  
of the within Spa  
Oct 8<sup>th</sup> Nov 1890

C. H. Kimball  
for A. B. Mumford  
S. H. C.



# SALE OF LAND.

VIRGINIA, Lee County Circuit Court:

Haynes Wilson & Co

Plaintiff,

In Chancery.

as  
A. S. Spencer

Defendant,

Pursuant to a decree rendered in this cause at the June term, 1882 the undersigned Commissioner will proceed to sell at the front door of the Courthouse of said County, on the first day of the August term 1882, of the County Court of said county, to the highest bidder on a credit of Six 12 months time with interest from date of sale. The land in the bill & proceedings mentioned was much thereof as may be necessary to pay the indebtedness in said cause mentioned not borne by the homestead land of said Spencer.

except so much as may be necessary to pay the costs of suit and expense of sale will be required to be paid in hand, and for the remainder, bonds with good security will be required of the purchaser bearing interest from day of sale.

E. H. Huntington

COMMISSIONER.

The bond required by law has been given.

J. A. G. Hyatt, Clerk.